



# Helen F. Dalton & Associates, P.C.

ATTORNEYS AT LAW

69-12 Austin Street, Forest Hills, NY 11375 • Tel.: 718-263-9591 • Fax: 718-263-9598

June 1, 2012

Hon. Nicholas G. Garaufis  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

**FILED**  
IN CLERK'S OFFICE  
U S DISTRICT COURT E.D.N.Y.  
★ JUN 15 2012 ★

BROOKLYN OFFICE

Re: Zarceno & Garcia v. Centre Pizza, Inc., et al  
Case No.: 11-CV-1988 (NGG) (JMA)

Dear Judge Garaufis:

This firm represents the Plaintiffs in this action. We write, with the consent of Defendants' counsel, to advise the Court that the parties have executed a written Settlement Agreement and to request that the Court approve the settlement and dismiss this action with prejudice.

Helen F. Dalton and Associates, P.C., represents Plaintiffs Antonio Zarceno and Jose Saul Moreno-Garcia. Both Plaintiffs worked for GDV Corp. d/b/a Centre Pizzeria s/h/a Centre Pizza, Inc. This action is brought for failure to pay overtime wages in accordance with FLSA and NY Minimum Wage and Overtime Laws.

Plaintiff Antonio Zarceno worked as Pizza Maker/Service Clerk from approximately April, 2005 until approximately July, 2008. He was paid on a weekly basis regardless of the hours he actually worked. His hours fluctuated from week to week and they averaged at about 60 hours per week. Based on our calculation, Defendants owed Plaintiff Antonio Zarceno, \$10,706 in Overtime Violations and \$2,676 in liquidated damages based on 25% under New York Law.

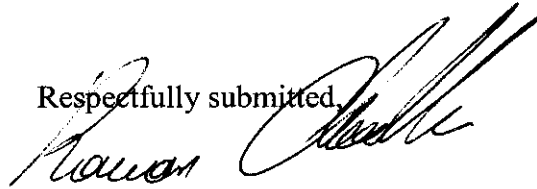
Plaintiff Jose Saul Moreno-Garcia worked for Defendant Centre Pizza Inc., as a Food Prep/Cleaner from approximately February, 2006 until approximately July, 2008. He was paid on a weekly basis regardless of the hours he actually worked. His hours fluctuated from week to week and they averaged at about 60 hours per week. Based on our calculations Defendants owed Jose Saul Moreno-Garcia \$7,703 in Overtime violation and \$1,925 in liquidated

Defendants refuted Plaintiffs position with regard to the hours worked and method of payment. Defendants' records and witnesses reflect that Plaintiffs worked 5 days a week and received 30 minutes of unpaid lunch time each day. Additionally, there was a break in both Plaintiffs' employment when, in January, 2008, the business was closed for renovations. It did not reopen until May 2008, when Plaintiffs returned to work for less than a month before their termination.

Our firm works on a contingency basis and after subtracting our attorney's fees and expenses that totaled \$7,521.66, Plaintiff Antonio Zarceno received \$6,440.17 and Plaintiff Jose Saul Moreno-Garcia received \$6,038.16.

Both parties agree to publicly file the Settlement Agreement previously provided to Your Honor.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Roman Avshalumov', written over the phrase 'Respectfully submitted,'.

Roman Avshalumov, Esq.

cc: Gina Ianne Grath (*via email*)